

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA- PHILADELPHIA DIVISION**

<b>In re:</b> <b>Aron Guttin,</b> <b>Debtor.</b> <b>Specialized Loan Servicing LLC,</b> <b>Movant.</b>  <b>v.</b> <b>Aron Guttin,</b> <b>Debtor/Respondent.</b> <b>William C. Miller, Esquire,</b> <b>Trustee/Respondent.</b>	<b>Bankruptcy No. 17-17469-mdc</b>  <b>Chapter 13</b>
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**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY**

Secured creditor, Specialized Loan Servicing LLC, and Debtor, Aron Guttin ("Debtor"), by and through their respective attorneys, hereby stipulate as follows:

**I. BACKGROUND:**

1. On June 24, 2009, Aron Guttin ("Debtor") executed and delivered a Promissory Note ("Note") and a Mortgage ("Mortgage") securing payment of the Note in the amount of \$126,750.00.
2. The Mortgage was recorded on July 28, 2009 with the Philadelphia County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Philadelphia County commonly known as 9584 State Road, Unit B, Philadelphia, Pennsylvania 19114 (the "Property").
4. The Note and Mortgage were lastly assigned Specialized Loan Servicing LLC.
5. Debtor has defaulted under the terms of the Note and Mortgage by failing to make the monthly payments of principal, interest and escrow each in the amount of \$927.79, which became due on April 1, 200, May 1, 2020, June 1, 2020, July 1, 2020, August 1, 2020,

September 1, 2020, October 1, 2020, and November 1, 2020.

6. Thus, Debtor's post-petition arrearage currently totals the sum of \$7,399.79, (as there is \$22.53, in suspense).
7. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$927.79, per month shall become due under the Note and Mortgage on the 1<sup>st</sup> day of each successive month, beginning December 1, 2020, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
8. Specialized Loan Servicing LLC and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

**II. STIPULATION FOR RELIEF FROM STAY**

1. Debtor confirms and acknowledges his obligations to Specialized Loan Servicing LLC under the Note and Mortgage.
2. Debtor further confirms and acknowledges failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
3. Debtor further confirms and acknowledges obligations to make the regular post-petition payments of principal and interest going forward from December 1, 2020, as set forth above in paragraph 7.
4. Debtor agrees to become current on post-petition obligations to Specialized Loan Servicing LLC by filing an Amended Chapter 13 Plan to include the post-petition default of \$7,399.79 within thirty (30) days of the entry of this order.
5. Debtor further agrees to continue to make regular post-petition payment of principal and

interest in the amount of \$927.79 (Debtor's acknowledges that the monthly payment is subject to change) which shall become due on the 1<sup>st</sup> day of each month beginning on December 1, 2020, until obligation to Specialized Loan Servicing LLC, its successors and/or assignees under the Note is paid in full. Payment may be sent to the following address: 6200 S. Quebec ST., Greenwood Village, CO 80112.

6. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearage, Specialized Loan Servicing LLC will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Specialized Loan Servicing LLC may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
7. In the event the Debtor should default on obligations under this Stipulation by failing to make cure payments as set forth above in paragraph 4 and/or tender in full any of the payments described in paragraph 5, on or before the dates on which they are due, then Specialized Loan Servicing LLC, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then, Specialized Loan Servicing LLC may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Specialized Loan Servicing LLC or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.

8. Additionally, Debtor agrees that is not permitted more than two (2) defaults from the date of the Stipulation. Debtor agrees that if defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, Specialized Loan Servicing LLC, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Specialized Loan Servicing LLC, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
9. Neither Specialized Loan Servicing LLC's consent to this Stipulation nor Specialized Loan Servicing LLC's acceptance of any payments tendered by Debtor shall be construed as a waiver of Specialized Loan Servicing LLC's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Specialized Loan Servicing LLC agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
10. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
11. Debtor hereby certifies and confirms that Debtor has reviewed the terms of the Stipulation with Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Charles G. Wohlrab

Date: 11/11/2020

Charles Wohlrab

Robertson, Anschutz, Schneid & Crane, LLC

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*Attorney for Movant*

By: /s/

  
Brad J. Sadek

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*Attorney for Debtor*

Date: 11/9/2020

By: /s/ LeeAne O. Huggins

WILLIAM C. MILLER, Esq.

Chapter 13 Trustee

P.O. Box 1229

Philadelphia, PA 19105

Telephone: 215-627-1377

*Chapter 13 Trustee*

Date: November 13, 2020

No Objection-Without  
Prejudice to Any Trustee  
Rights or Remedies

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**CERTIFICATE OF SERVICE**

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on November 19, 2020, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

BRAD J. SADEK  
Sadek and Cooper  
1315 Walnut Street, Suite 502  
Philadelphia, PA 19107

Aron Guttin  
9584 State Road, #B  
Philadelphia, PA 19114

WILLIAM C. MILLER, Esq.  
Chapter 13 Trustee  
P.O. Box 1229  
Philadelphia, PA 19105

United States Trustee  
Office of the U.S. Trustee  
200 Chestnut Street, Suite 502  
Philadelphia, PA 19106

By: /s/ Charles Wohlrab

Charles Wohlrab, Esquire